

In the Circuit Court of the State of Oregon
For the County of Yamhill

DAVID and JAYNE BOND, individuals and partners
 doing business as MAC-U-STORE,

Plaintiffs,

v.

FIRST NATIONAL INSURANCE COMPANY OF
 AMERICA, a business entity, form unknown,

Defendant.

Case No. 15CV00600

SUMMONS

To: Defendant, First National Insurance Company of America
 c/o Corporation Service Company, Registered Agent
 285 Liberty Street NE
 Salem, OR 97301

You are hereby required to appear and defend the complaint filed against you in the above-entitled action within thirty (30) days from the date of service of this summons upon you, and in case of your failure to do so, for want thereof, plaintiff(s) will apply to the court for the relief demanded in the complaint.

**NOTICE TO THE DEFENDANT: READ THESE PAPERS
 CAREFULLY!**

You must "appear" in this case or the other side will win automatically. To "appear" you must file with the court a legal paper called a "motion" or "answer." The "motion" or "answer" must be given to the court clerk or administrator within 30 days along with the required filing fee. It must be in proper form and have proof of service on the plaintiff's attorney or, if the plaintiff does not have an attorney, proof of service upon the plaintiff.

If you have any questions, you should see an attorney immediately. If you need help in finding an attorney, you may call the Oregon State Bar's Lawyer Referral Service at (503) 684-3763 or toll-free in Oregon at (800) 452-7636.

[Signature]
 SIGNATURE OF ATTORNEY/AUTHOR FOR PLAINTIFF

C. Andrew Gibson	112947
ATTORNEY'S/AUTHOR'S NAME (TYPED OR PRINTED)	BAR NO. (IF ANY)

900 SW Fifth Avenue, Suite 2600

ADDRESS

Portland	Oregon	97204	(503) 294-9878
CITY	STATE	ZIP	PHONE

Louis A. Ferreira	902602
TRIAL ATTORNEY IF OTHER THAN ABOVE (TYPED OR PRINTED)	BAR NO.

TO THE OFFICER OR OTHER PERSON SERVING THIS SUMMONS: You are hereby directed to serve a true copy of this summons, together with a true copy of the complaint mentioned therein, upon the individual(s) or other legal entity(ies) to whom or which this summons is directed, and to make your proof of service on the reverse hereof or upon a separate similar document which you shall attach hereto.

[Signature]
 ATTORNEY(S) FOR PLAINTIFF(S)

PROOF OF SERVICE

STATE OF _____
County of _____ ss.

I hereby certify that I made service of the foregoing summons upon the individuals and other legal entities to be served, named below, by delivering or leaving true copies of said summons and the complaint mentioned therein, certified to be such by the attorney for the plaintiff, as follows:

Personal Service Upon Individual(s)

Upon _____, by delivering such true copy to him/her, personally and in person, at _____, on _____, 20_____, at _____ o'clock ___M.
Upon _____, by delivering such true copy to him/her, personally and in person, at _____, on _____, 20_____, at _____ o'clock ___M.

Substituted Service Upon Individual(s)*

Upon _____, by delivering such true copy at his/her dwelling house or usual place of abode, to-wit: _____, to _____, who is a person 14 years of age or older and a member of the household of the person served on _____, 20_____, at _____ o'clock ___M.
Upon _____, by delivering such true copy at his/her dwelling house or usual place of abode, to-wit: _____, to _____, who is a person 14 years of age or older and a member of the household of the person served on _____, 20_____, at _____ o'clock ___M.

Office Service Upon Individual(s)*

Upon _____, at the office which he/she maintains for the conduct of business at _____, by leaving such true copy with _____, the person who is apparently in charge, on _____, 20_____, during normal working hours, at to-wit: _____ o'clock ___M.

Mail Service Upon Individual(s)**

Upon _____, by mailing such true copies to him/her by first class mail and ALSO by (check one): certified or registered mail with return receipt requested express mail.

Service Upon Tenant(s) of a Mail Agent***

Upon _____, by delivering such true copy to _____ a person apparently in charge of _____, which is the place where the mail agent receives mail for the tenant(s), its address being _____, on _____, 20_____, at _____ o'clock ___M. Prior to effecting such service, I made diligent inquiry but could not find the tenant(s) so served.

Service on Corporations, Limited Partnerships or Unincorporated Associations Subject to Suit Under a Common Name

Upon _____, (NAME OF CORPORATION, LIMITED PARTNERSHIP, ETC.)
 (a) delivering such true copy, personally and in person, to _____ who is a/the
 (Specify registered agent, officer (by title), director, general partner, managing agent, etc.) thereof; OR
 (b) leaving such true copy with _____, the person who is apparently in charge of the office
 of _____, who is a/the
 (Specify registered agent, officer (by title), director, general partner, managing agent) thereof,
 at _____, on _____, 20_____, at _____ o'clock ___M.

Dated _____, 20_____.

I further certify that I am a competent person 18 years of age or older and a resident of the state of service or the State of Oregon, and that I am not a party to nor an officer, director or employee of, nor attorney for any party, corporate or otherwise; that the person, firm or corporation served by me is the identical person, firm or corporation named in the action.
 DATED _____, 20_____.

By _____

SHERIFF

DEPUTY

SIGNATURE

TYPE OR PRINT NAME

ADDRESS

CITY	STATE	ZIP	PHONE
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The signature lines on the left should be used only by an Oregon county sheriff or deputy. All other servers complete certification on the right. The Proof of Service above contains most, but not all, of the methods of service. For example, this form does not include proof of service on a minor or incompetent person. See ORCP 7 D for permissible service methods with respect to particular parties.

*Where substituted or office service is used, the plaintiff, as soon as reasonably possible, shall cause to be mailed, by first class mail, a true copy of the summons and the complaint to the defendant at defendant's dwelling house or usual place of abode, together with a statement of the date, time and place at which such service was made. Use S-N Form No. 1149, Notice of Substitution or Office Service, or the equivalent.

**Where substituted or office service is used, the plaintiff, as soon as reasonably possible, shall cause to be mailed a true copy of the summons and complaint to the defendant at the defendant's dwelling house or usual place of abode, together with a statement of the time, date and place at which such service was made. Use S-N Form No. 1149 or equivalent.

***Where service upon a tenant of a mail agent is used, the plaintiff, as soon as reasonably possible, shall cause to be mailed, by first class mail, true copies of the summons and the complaint to the defendant(s) at the address at which the mail agent receives mail for the defendant(s) and to any other mailing address of the defendant(s) then known to the plaintiff, together with a statement of the date, time, and place at which delivery was made.

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4 IN THE CIRCUIT COURT OF THE STATE OF OREGON
5 FOR THE COUNTY OF YAMHILL

6 DAVID and JAYNE BOND, individuals
7 and partners doing business as MAC-U-
STORE.

8 Plaintiffs.

9 v

10 FIRST NATIONAL INSURANCE
11 COMPANY OF AMERICA, a business entity, form unknown

12 Defendant.

No.

COMPLAINT (Breach of Contract)

JURY TRIAL DEMANDED

**CLAIM NOT SUBJECT TO
MANDATORY ARBITRATION**

Amount in Controversy: \$370,000

STOEL RIVES LLP
100 SW Fifth Avenue, Suite 2600, Portland, OR 97204
Main (503) 224-3380 Fax (503) 220-2480

14 For its complaint against Defendant, Plaintiffs David Bond and Jayne Bond dba Mac-
15 U-Store ("Plaintiffs") state:

THE PARTIES

1

18 David Bond and Jayne Bond are individuals and partners doing business as Mac-U-
19 Store, with their principal place of business in McMinnville, Yamhill County, Oregon.
20 Plaintiff's own and operate a private storage business that consists of four wood framed and
21 metal exterior storage warehouse buildings. Each building is divided into a number of
22 individualized storage units leased for private use. These storage buildings are located at
23 1205-1240 N.E. 11th Way and between N.E. Alpine Avenue and N.E. 12th Avenue in the
24 industrial area of McMinnville, Oregon (the "Property").

25 // / /

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GENERAL ALLEGATIONS

22 6.
23 Plaintiffs promptly notified FNIC of the loss and damage to the Property and initiated
24 a claim for all losses incurred. Plaintiffs also immediately engaged an emergency repair
25 contractor to provide weather protection, stabilization, and temporary repairs so as to avoid
26 further damage to the Property.

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13 9.
14 In consultation with FNIC, Plaintiffs hired an engineering firm to design the
15 necessary repairs and prepare construction drawings. Plaintiffs submitted the repair design to
16 the City of McMinnville for permitting and in December 2013 the City issued a pre-
17 application permit.

18 10.
19 Plaintiffs solicited and obtained construction bids for the repairs, information which it
20 again provided to FNIC. Plaintiffs selected a contractor for the repairs and on April 25, 2014
21 the City of McMinnville issued the construction permits for Plaintiffs' contractor to begin the
22 repairs.

23 11.
24 Plaintiffs commenced repairs to the buildings and Property which are ongoing.
25 Plaintiffs have provided and will continue to provide all repair invoices and documentation
26 necessary for reimbursement to FNJC.

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FIRST CLAIM FOR RELIEF

(Breach of Contract)

11 14.
12 Plaintiffs refer to and incorporate as though fully set forth herein each of the
13 foregoing paragraphs.

22 18.

Within the last two years, during the course of performance, Defendants breached the Policy by failing to reimburse Plaintiffs and failing to pay for physical loss of and damage to the Property including but not limited to lost rental income, the emergency repairs costs, and the final costs of repairs.

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19.

2 At all relevant times, Plaintiffs have performed all conditions, covenants and
3 promises required of it under the Policy, except those conditions, covenants, and promises
4 that it was prevented from performing by Defendants, the performance of which are thereby
5 excused.

6

20.

7 As a direct and proximate result of FNIC's breaches of contract, and accounting for
8 the \$125,000 advance payment received, Plaintiffs have incurred or will incur damages in the
9 principal amount of an estimated \$370,000, including but not limited to damage mitigation
10 costs, design fees, permit fees, construction costs, and lost rental income, together with
11 interest thereon at the legal rate of 9% per annum, plus attorney's fees and costs to the extent
12 allowed by contract or statute, including ORS 742.061.

13

21.

14 Despite Plaintiffs' demands for payment, FNIC has failed and refused to pay or
15 otherwise reimburse Plaintiffs these amounts due and owing resulting from FNIC's breaches
16 of contract.

17 WHEREFORE, Plaintiffs Jayne and David Bond prays for judgment as follows:

18 A. On its First Claim for Relief, for judgment in its favor and an award of
19 damages to be proven at trial but of at least \$370,000;

20 B. For accruing pre-judgment interest at the legal rate of 9% per annum on
21 principal amounts owed from the date incurred, and for post-judgment interest as applicable;

22 C. For attorney's fees as authorized by contract or statute (incl. ORS 742.061);

23 / / / /

24 / / / /

25 / / / /

26 / / / /

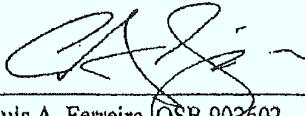
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1 D. For costs and disbursement and additional relief as the Court deems just.

2 DATED: January 9, 2015. STOEL RIVES, LLP

3 
4 Louis A. Ferreira, OSB 902602

5 lou.ferreira@stoel.com

6 C. Andrew Gibson, OSB 112947

7 andrew.gibson@stoel.com

8 Attorneys for Plaintiffs

9 Trial Attorney: Louis A. Ferreira

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